

REMARKS

This Preliminary Amendment accompanies a Requested for Continued Examination. Applicants appreciate the helpful guidance provided by the Examiner in the December 11, 2006 telephonic interview.

Applicants have amended claims 1, 15, 23, 34 and 35 and canceled claims 17 and 25. No new matter has been added. Claims 1-2, 4-16, 18-24 and 26-35 are presented for examination, of which, claims 1, 15, 23, 34 and 35 are written in independent form.

The December 11, 2006 Telephonic Interview

In accordance with MPEP § 713.04, Applicants provide a statement of the substance of the interview conducted between the Examiner and Applicants' representative. The Examiner and the Applicants' representative discussed the rejection of all claims under 35 U.S.C. § 103. Applicants' representative pointed out distinctions between the claimed subject matter and the cited references, namely, U.S. Patent No. 6,584,186 (Aravamudan) and U.S. Patent No. 6,421,727 (Reifer). In particular, Applicants' representative explained the distinction between downloading call components on a per-call basis, as in the cited references, versus downloading call components in response to a carrier turning on a new service. The Examiner indicated that amending the claims to clearly recite this distinction would overcome the § 103 rejections.

Applicants' representative and the Examiner also discussed the pending rejections to claims 15-22 and 35 under 35 U.S.C. § 101. The Examiner indicated that these rejections would be withdrawn if the claims were amended to recite hardware.

Last, Applicants' representative and the Examiner discussed the objection to claims 1-2 and 4-35 for using the language "dynamically removing the call component from the call controller." The Examiner suggested that the Applicants review the specification to more particularly claim how the "dynamically removing" is performed.

Claim Objections

The Examiner objected to claims 1-2 and 4-35 for using the language “dynamically removing the call component from the call controller” because of “insufficient” recitation as to “the timeframe in which the controller determines whether a component is no longer needed.” (Office Action at p. 4) Applicants have amended independent claims 1, 15, 23, 34 and 35 to recite that the component is removed “when the network carrier shuts off the new service.” Support for these amendments appears at least in page 10, lines 3-5 of the specification and in originally-filed claims 17 and 25. Applicants submit that this amended language overcomes the Examiner’s objection, and accordingly, it should be withdrawn.

Claim Rejections under 35 U.S.C. § 101

The Examiner rejected claims 15-22 and 35 under 35 U.S.C. § 101 “because the claimed invention is directed to non-statutory subject matter.” (Office Action at p. 2) During the December 11, 2006 telephonic interview, the Examiner indicated that this rejection would be withdrawn if independent claims 15 and 35 were amended to recite hardware. The Applicants have done so. Support for these amendments can be found in the specification, at least on page 29, line 19 – page 30, line 7.

Claim Rejections under 35 U.S.C. § 103

The Examiner rejected claims 1-2, 4-6, 8-19, 21-27 and 29-33 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,584,186 (Aravamudan) in view of U.S. Patent No. 6,421,727 (Reifer). The Examiner rejected claims 34 and 35 under 35 U.S.C. § 103(a) as being unpatentable over Reifer in view of U.S. Patent No. 6,957,186 (Guheen). Last, the Examiner rejected claims 7, 20 and 28 under 35 U.S.C. § 103(a) as being unpatentable over Aravamudan in view of Reifer and Guheen.

In the December 11, 2006 telephonic interview, the Examiner indicated that these rejections would be withdrawn if the claims were amended to clarify that “service components” are not downloaded on a “per-call” basis (*e.g.*, for the purpose of connecting individual calls), but rather are downloaded when a new service is turned on by the network carrier. Accordingly, independent claims 1, 15, 23, 34 and 35 have been amended to recite that a “call service

component is downloaded when a new service is turned on, but not on a per-call basis.” Support for these amendments can be found in the specification at, for example, page 8, lines 20-21 (“Services can be downloaded as the carrier turns them on for a particular service area, rather than on a per-call basis.”).

Because the cited art is not directed to downloading service components in response to a carrier turning on a new service, Applicants respectfully submit that the claims as amended more clearly distinguish over the prior art. Reference to the passages cited by the Examiner bears out that the cited art does not disclose or suggest this feature. *See, e.g.*, Aravamudan, col. 7, lines 5-23 (downloading applets on a per-call basis); Reifer, col. 3, lines 42-67 (“opening” a “channel” on a per-call basis).

Moreover, independent claims 1, 15, 23, 34 and 35 have been amended to clarify that the “service component” is removed from the call controller “when the network carrier shuts off the new service.” This feature also is not disclosed or suggested by the cited art.

The Office action argued that “when it is found out that a code is no longer needed for a particular instance of call servicing . . . , removing said code – or deactivating its execution state – from a call servicing instance . . . would be necessary if not a must . . . to both Reifer and Aravamudan, hence anticipation.” (Office Action at p. 18) The Examiner also argued that removal “would have been obvious for storage reason.” (Office Action at p. 18). Applicants disagree. As amended, the independent claims recite the removal of a “service component” “when the network carrier shuts off the new service.” Accordingly, the steps taken by Aravamudan and Reifer in the context of a “call servicing instance” are not relevant because the claims do not recite “removing” a service on a per-call basis.

Conclusion

It is believed that all of the pending claims have been addressed. However, the absence of a reply to a specific rejection, issue or comment does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above may not be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this

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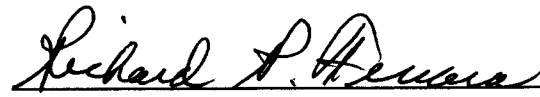
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paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

Please apply the required fee and any other charges or credits to deposit account 06-1050.

Respectfully submitted,

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